

PLEASE NOTE SPECIAL MEETING TIME

CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Anthony E. Ketchum Sr., District 3

Mayor

Terry F. Harris, District 1, Mayor Pro Tem

Daryl J. Lund, District 2

Dr. Isaac S. Pope, District 4

Dennis Dawes, Position at Large

Chad E. Taylor, Position at Large

Bob Spahr, Position at Large

January 13, 2014

4:45 p.m.

EXECUTIVE SESSION

- | ITEM | ADMINISTRATION RECOMMENDATION | PAGE |
|---|-------------------------------|------|
| 1. <u>Executive Session Pursuant to RCW 42.30.140(4)(a) – Collective Bargaining.</u> (City Manager, Human Resources Administrator) | --- | |

Regular Meeting of Monday, January 13, 2014

5:00 p.m.

ITEM

ADMINISTRATION
RECOMMENDATION

PAGE

2. Call to Order. (Mayor)

3. Pledge of Allegiance. (Mayor)

CITIZENS BUSINESS

This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.

SPECIAL BUSINESS

| | | |
|---|------------------|---|
| 4. <u>Swearing-in of Re-elected Council Members.</u> (Municipal Court Judge Dale McBeth) | --- | |
| 5. <u>Election of Mayor and Mayor Pro-Tem for 2014-2015.</u> (Mayor, Council) | --- | |
| 6. <u>Council Committee/Board Appointments.</u> (Mayor) | --- | 1 |
| 7. <u>Update on the Chehalis Renaissance.</u> (CCRT Chair David Hartz) | INFORMATION ONLY | |
| 8. <u>Update on Garbage Rate Increase.</u> (District Manager Tom Rupert, LeMay Enterprises, Inc.) | INFORMATION ONLY | 4 |

CONSENT CALENDAR

| | | |
|---|---|----|
| 9. <u>Minutes of the Regular Meeting of December 9, 2013.</u> (City Clerk) | APPROVE | 11 |
| 10. <u>Vouchers and Transfers.</u> (Finance Manager) | APPROVE | 15 |
| 11. <u>Approve Collective Bargaining Agreement Between the City and Teamsters Union Local #252 – Police Uniformed Personnel Unit and Authorize City Manager to Execute Agreement.</u> (City Manager, Human Resources Administrator) | APPROVE COLLECTIVE BARGAINING AGREEMENT AND AUTHORIZE CITY MANAGER TO EXECUTE | |

ADMINISTRATION AND CITY COUNCIL REPORTS

| | | |
|--|------------------|----|
| 12. <u>Administration Reports.</u> | | |
| a. Update on new rating for bond issuance. (Finance Manager) | INFORMATION ONLY | 19 |
| b. Update on use of credit cards at the airport. (Finance Manager) | INFORMATION ONLY | 27 |

ADMINISTRATION AND CITY COUNCIL REPORTS CONTINUED

| | | |
|--|------------------|--|
| 13. <u>Council Reports.</u> | INFORMATION ONLY | |
| a. Councilor reports. (City Council) | INFORMATION ONLY | |
| b. Council committee reports. (City Council) | INFORMATION ONLY | |

UNFINISHED BUSINESS

| | | |
|---|------|----|
| 14. <u>Ordinance No. 921-B, Second and Final Reading – Amending Right-of-Way Signage Code.</u> (City Manager, Community Development Director) | PASS | 28 |
|---|------|----|

NEW BUSINESS

| | | |
|---|--|----|
| 15. <u>Ordinance No. 923-B, First Reading – Granting a Franchise Agreement to LightSpeed Networks, Inc., to Construct, Operate and Maintain a Telecommunications Network within the City of Chehalis.</u> (City Manager, City Attorney) | PASS | 31 |
| 16. <u>Authorize City Manager to Execute Interlocal Agreement for Shared Services.</u> (City Manager) | AUTHORIZE CITY MANAGER TO EXECUTE INTERLOCAL AGREEMENT | 39 |

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON
OTHER ITEMS NOT LISTED ON THIS AGENDA

NEXT REGULAR CITY COUNCIL MEETING WILL BE ON MONDAY, JANUARY 27, 2014

COUNCIL MEMBERSHIP ON COMMITTEES/BOARDS

1/2013

| Committee / Board | Representative(s) | Date(s) Appointed | Meeting Information |
|---|---|--|--|
| Centralia Landfill Closure Group: Executive Committee Joint Board | City Manager (chair) | 01/28/13 | 3 to 4 times per year on the 2 nd Thursday of a month 2:00 p.m. Centralia Utilities Department |
| Centralia-Chehalis Transportation Cooperative Joint Board | Ketchum Taylor Spahr City Manager - staff Public Works Director-staff | 01/28/13 01/28/13 01/28/13 01/28/13 | 3 rd Monday 7:00 a.m. Centralia City Hall |
| Chehalis Business Association | Harris Spahr City Manager – Admin Rep | 01/28/13 01/28/13 01/28/13 | 3 rd Tuesday of each month 7:30 a.m. Sweet Inspirations |
| Chehalis-Napavine-LCSD No. 1 Sewer Operations | Pope | 01/28/13 | As needed |
| Chehalis River Basin Partnership | Harris (chair) Wiltzius – alternate Vasilauskas - alternate | 01/28/13 01/28/13 01/28/13 | 4 th Friday of each month 9:30 a.m. Lucky Eagle Casino, Rochester |
| Chehalis Basin Flood Authority | Arnold Haberstroh-Primary (09-24-12) Dr. John Henriksen- Alt. (04-23-12) | 01/28/13 01/28/13 | 3 rd Thursday of each month 9:00 a.m. - Technical Workshop Veterans Museum or Lewis County offices 1:30 p.m. - Flood Authority Meeting Lewis County offices |
| Chehalis Community Renaissance Team | Pope City Manager Foley - Staff | 01/28/13 | 2 nd Friday of each month 8:30 - 9:30 a.m. City Hall Basement (small meeting room) |
| Chehalis Foundation | Pope | 01/28/13 | 3 rd Tuesday of each month 12:00 – 1:00 p.m. City Hall Basement (small meeting room) |
| Council Budget Committee | Dawes Harris Spahr | 01/28/13 01/28/13 01/28/13 | Annually during budget process |
| Council GMA Committee | Pope (chair) Dawes Ketchum | 01/28/13 01/28/13 01/28/13 | As needed and available Usually city offices |

| | | | |
|---|---|----------------------------------|--|
| Council Voucher Approval Committee | Harris Dawes Pope | 01/28/13 01/28/13 01/28/13 | As needed twice per month to review and sign vouchers Finance Department |
| Cowitz-Lewis Economic Development District Board | Spahr City Manager | 01/28/13 01/28/13 | Twice per year in January and July 12:00 p.m. (360-577-3041) Spiffy's Restaurant |
| Employee Emergency/Disaster Preparedness Committee | Harris K. Johnson - staff | 01/28/13 | 1 st Tuesday Quarterly 1:30 p.m. City Hall - Jury Room |
| Lewis County EDC Board | Spahr | 01/28/13 | 1 st Thursday of Feb., Apr., June, Aug., Oct., and Dec. 7:00 a.m. |
| Lewis County Historical Museum Board | Lund | 01/28/13 | Kit Carson Restaurant 1 st Tuesday of each month 5:15 p.m. Museum meeting room |
| Lewis County Law & Justice Council | Schaffer -Staff Fox -Staff | 01/28/13 01/28/13 | As scheduled Lewis County Law and Justice Center |
| Lewis County LEOFF Disability Board | Bonnie Canaday (elected by Lewis County cities) | | 3 rd Friday of each month 3:00 p.m. Lewis County Commissioners Office |
| Lewis County Planned Growth (GMA) Committee | Spahr City Manager - alternate Osborn - Staff | 01/28/13 | 1 st and 3 rd Mondays of each month 3:00 p.m. Various locations |
| Lewis County Public Transportation Benefit Area Authority (Twin Transit Board) | Taylor | 01/28/13 | 3 rd Thursday of each month 8:00 a.m. Twin Transit Office, Centralia |
| Lewis County Solid Waste Advisory Committee | Harris | 01/28/13 | 2 nd Wednesday of each month 1:00 p.m. Lewis County Transfer Station |
| Lewis County Solid Waste Disposal District Executive (Advisory) Committee | Harris | 01/28/13 | Once per year to approve the budget |
| Lewis County Traffic Safety Council | Sahlin -Staff | 01/28/13 | 3 rd Wednesday of each month 7:00 a.m. Lewis County Sheriff's Training Room |
| Lewis County Transportation Strategy Council | Taylor City Manager Ketchum - alternate | 01/28/13 | 2 nd Tuesday of each month 7:00 a.m. Kit Carson Restaurant |
| Lodging Tax Advisory Committee | Harris (chair) City Manager -staff Foley - staff | 01/28/13 01/28/13 | Once per year in September and as needed otherwise City Hall |
| Regional Fire Authority Planning Committee | Dawes, Spahr, Lund, Fire Chief -staff City Manager -staff | 01/28/13 | 3 rd Wednesday of the month 6:30 p.m. Fire Station #2 in Centralia |

| | | | |
|---|---|----------------------|---|
| Sister City Committee | Ketchum Foley –staff | 01/28/13 | Evenings as needed and available, usually more often in spring and summer City Hall |
| Rural Economic Development Public Facilities Advisory Committee Board | Chehalis – 2012 (Ketchum) (1 year cycle) | 01/28/13 | Annually (February – 2012) 9:00 a.m. Lewis County EDC Board Room |
| South Puget Sound FTZ Policy Committee | City Manager | 01/28/13 | 2nd Thursday of January, April, July, and October 9:00 a.m. Port of Olympia offices |
| SW WA Regional Transportation Planning Organization Board | Lund Ketchum – alternate | 01/28/13 01/28/13 | 2nd Wednesday of Feb., May, Sept., and Nov. 5:00 – 7:00 p.m. Various member locations throughout region |



LEWIS COUNTY DEPARTMENT OF PUBLIC WORKS

Timothy R. Elsea, P.E., Director / County Engineer

October 29, 2013

Tom Rupert
WASTE CONNECTIONS, INC.
1713 North Pearl
Centralia WA 98351

Dear Mr. Rupert

This letter, pursuant to RCW 70.95.212, is to serve notice to Waste Connections, Inc. and Community Waste and Recycling that the Lewis County Solid Waste Disposal District #1 will increase the tipping rate charged at its two Lewis County transfer stations – the Central Transfer Station in Centralia and the East Lewis County Transfer Station in Morton – by \$8.00 per ton, beginning February 1, 2014. The new rate will be \$90 per ton.

This notice will provide Waste Connections, Inc. and Community Waste and Recycling the required 75 days to file for an increase with the Washington Utilities and Transportation Commission.

On October 28, 2013, the Lewis County Solid Waste Disposal District #1 held a joint hearing with the Lewis County Board of County Commissioners to hear public comments regarding this tipping rate increase. The Governing Board of the Lewis County Solid Waste Disposal District # 1 and the Board of Lewis County Commissioners after a public hearing held on October 28, 2013 both voted and unanimously approved the increase. The new rate of \$90.00 per ton will commence on February 1, 2014.

If you have any other questions, please contact me at 360-740-2697.

Sincerely

Tim Elsea,
Public Works Director/County Engineer
Clerk of the Board for the Lewis County Solid Waste Disposal District # 1

cc: Jeff Cummins, Community Waste and Recycling.
Jeff Harwood, Waste Connections, Inc.
Gene Eckhart, Washington Utilities and Transportation Commission
Penny Ingram, Washington Utilities and Transportation Commission

Road Maintenance & Traffic
476 West Main St.
Chehalis, WA 98532
(360) 740-3380
Erik Martin, PE, Manager

Administration, Engineering & Utilities
2025 NE Kresky Ave.
Chehalis, WA
(360) 740-1123
Rodney Lakey, PE, Assistant County Engineer

Solid Waste Services
Post Office Box 180
Centralia, WA
(360) 740-1451
Steve Skinner, Manager

"Current Rates"

Rate Schedule

| <u>Type of Service</u> | <u>Pickup Frequency</u> | <u>Base Rate (Excludes Tax)</u> | <u>Weekly lbs per pick-up</u> |
|--|-------------------------|---------------------------------|-------------------------------|
| Residential: | | | |
| 1 mini-can at curb | 1 time per week | \$ 9.91 | 25 |
| 1 mini-can at curb | 1 time ever 2 weeks | \$ 6.34 | 25 |
| 1 regular can at curb | 1 time per week | \$ 13.94 | 37 |
| 1 regular can at curb | 1 time every 2 weeks | \$ 11.34 | 19 |
| 2 regular cans at curb | 1 time per week | \$ 19.58 | 75 |
| 3 regular cans at curb | 1 time per week | \$ 25.12 | 112 |
| 1 mini-can at 5-25' from curb | 1 time per week | \$ 13.72 | 25 |
| 1 mini-can at 5-25' from curb | 1 time per month | \$ 10.50 | 25 |
| 1 regular can at 5-25' from curb | 1 time per week | \$ 17.94 | 37 |
| 1 regular can at 5-25' from curb | 1 time every 2 weeks | \$ 14.99 | 19 |
| 2 regular cans at 5-25' from curb | 1 time per week | \$ 25.85 | 75 |
| 3 regular cans at 5-25' from curb | 1 time per week | \$ 33.61 | 112 |
| 1 mini-can at over 25' from curb | 1 time per week | \$ 16.00 | 25 |
| 1 mini-can at over 25' from curb | 1 time per month | \$ 11.93 | 25 |
| 1 regular can at over 25' from curb | 1 time per week | \$ 20.51 | 37 |
| 1 regular can at over 25' from curb | 1 time every 2 weeks | \$ 17.20 | 19 |
| 2 regular cans at over 25' from curb | 1 time per week | \$ 29.14 | 75 |
| 3 regular cans at over 25' from curb | 1 time per week | \$ 37.77 | 112 |
| Occasional excess can/bag tag (Container/Cart lid open in excess of 45 degrees will be considered excess can) | | \$ 4.25 | 37 |
| Commercial: | | | |
| 1 regular can | 1 time per week | \$ 11.20 | 37 |
| 1 regular can | 2 times per week | \$ 20.14 | 75 |
| 1 regular can | 3 times per week | \$ 28.91 | 112 |
| 1 regular can | 4 times per week | \$ 37.68 | 149 |
| 1 regular can | 5 times per week | \$ 46.51 | 187 |
| 2 regular cans | 1 time per week | \$ 17.00 | 75 |
| 2 regular cans | 2 times per week | \$ 31.39 | 149 |
| 2 regular cans | 3 times per week | \$ 45.83 | 224 |
| 2 regular cans | 4 times per week | \$ 60.28 | 299 |
| 2 regular cans | 5 times per week | \$ 74.67 | 373 |

| | | | |
|---------------------|------------------|-------------|------|
| 3 regular cans | 1 time per week | \$ 22.30 | 112 |
| 3 regular cans | 2 times per week | \$ 42.61 | 224 |
| 3 regular cans | 3 times per week | \$ 66.12 | 336 |
| 3 regular cans | 4 times per week | \$ 87.65 | 448 |
| 3 regular cans | 5 times per week | \$ 109.00 | 560 |
| 4 regular cans | 1 time per week | \$ 32.50 | 149 |
| 4 regular cans | 2 times per week | \$ 63.99 | 299 |
| 4 regular cans | 3 times per week | \$ 97.20 | 448 |
| 4 regular cans | 4 times per week | \$ 129.34 | 597 |
| 4 regular cans | 5 times per week | \$ 163.10 | 747 |
| 1 yard dumpster | 1 time per week | \$ 75.00 | 180 |
| 1 yard dumpster | 2 times per week | \$ 134.00 | 360 |
| 1 yard dumpster | 3 times per week | \$ 185.00 | 540 |
| 1 yard dumpster | 4 times per week | \$ 225.00 | 720 |
| 1 yard dumpster | 5 times per week | \$ 275.00 | 900 |
| 1 1/2 yard dumpster | 1 time per week | \$ 110.00 | 270 |
| 1 1/2 yard dumpster | 2 times per week | \$ 185.00 | 540 |
| 1 1/2 yard dumpster | 3 times per week | \$ 260.00 | 810 |
| 1 1/2 yard dumpster | 4 times per week | \$ 330.00 | 1080 |
| 1 1/2 yard dumpster | 5 times per week | \$ 410.00 | 1350 |
| 2 yard dumpster | 1 time per week | \$ 138.00 | 360 |
| 2 yard dumpster | 2 times per week | \$ 235.00 | 720 |
| 2 yard dumpster | 3 times per week | \$ 344.00 | 1080 |
| 2 yard dumpster | 4 times per week | \$ 445.00 | 1440 |
| 2 yard dumpster | 5 times per week | \$ 547.00 | 1800 |
| 3 yard dumpster | 1 time per week | \$ 179.45 | 540 |
| 3 yard dumpster | 2 times per week | \$ 320.10 | 1080 |
| 3 yard dumpster | 3 times per week | \$ 460.75 | 1620 |
| 3 yard dumpster | 4 times per week | \$ 601.40 | 2160 |
| 3 yard dumpster | 5 times per week | \$ 742.05 | 2700 |
| 4 yard dumpster | 1 time per week | \$ 227.95 | 720 |
| 4 yard dumpster | 2 times per week | \$ 431.65 | 1440 |
| 4 yard dumpster | 3 times per week | \$ 635.35 | 2160 |
| 4 yard dumpster | 4 times per week | \$ 839.05 | 2880 |
| 4 yard dumpster | 5 times per week | \$ 1,042.75 | 3600 |
| 6 yard dumpster | 1 time per week | \$ 310.50 | 1080 |
| 6 yard dumpster | 2 times per week | \$ 583.36 | 2160 |
| 6 yard dumpster | 3 times per week | \$ 856.22 | 3240 |
| 6 yard dumpster | 4 times per week | \$ 1,129.08 | 4320 |
| 6 yard dumpster | 5 times per week | \$ 1,401.94 | 5400 |

Additional charge per pickup:

| | | |
|---------------------|----------|-----|
| 1 yard dumpster | \$ 31.75 | 180 |
| 1 1/2 yard dumpster | \$ 44.00 | 270 |
| 2 yard dumpster | \$ 53.00 | 360 |

Commercial: (per pickup):

Hauling Charge:

(Excludes Sales Tax)

| | |
|-------------------|-------------|
| 20 yard drop box | \$ 100.00 * |
| 30 yard drop box | \$ 110.00 * |
| 40 yard drop box | \$ 120.00 * |
| 10 yard compactor | \$ 135.00 * |
| 20 yard compactor | \$ 154.00 * |
| 25 yard compactor | \$ 165.00 * |
| 30 yard compactor | \$ 195.00 * |
| 40 yard compactor | \$ 235.00 * |

* plus tipping fees based on actual weight of each pickup

Any contractor-owned drop box or compactor picked up less than once a week is also charged a \$ 75.00 per-month rental fee.

"New Rates"

| <u>Type of Service</u> | <u>Pickup Frequency</u> | ✱ <u>New Rate</u> | |
|---|-------------------------|---------------------|------------------------|
| | | <u>Excludes Tax</u> | <u>Rate % Increase</u> |
| Residential: | | | |
| 1 mini-can at curb | 1 time per week | \$ 10.17 | 2.58% |
| 1 mini-can at curb | 1 time ever 2 weeks | \$ 6.47 | 2.01% |
| 1 regular can at curb | 1 time per week | \$ 14.32 | 2.74% |
| 1 regular can at curb | 1 time every 2 weeks | \$ 11.53 | 1.68% |
| 2 regular cans at curb | 1 time per week | \$ 20.34 | 3.90% |
| 3 regular cans at curb | 1 time per week | \$ 26.27 | 4.56% |
| 1 mini-can at 5-25' from curb | 1 time per week | \$ 13.98 | 1.86% |
| 1 mini-can at 5-25' from curb | 1 time per month | \$ 10.56 | 0.56% |
| 1 regular can at 5-25' from curb | 1 time per week | \$ 18.32 | 2.13% |
| 1 regular can at 5-25' from curb | 1 time every 2 weeks | \$ 15.18 | 1.27% |
| 2 regular cans at 5-25' from curb | 1 time per week | \$ 26.62 | 2.95% |
| 3 regular cans at 5-25' from curb | 1 time per week | \$ 34.75 | 3.41% |
| 1 mini-can at over 25' from curb | 1 time per week | \$ 16.25 | 1.60% |
| 1 mini-can at over 25' from curb | 1 time per month | \$ 11.99 | 0.49% |
| 1 regular can at over 25' from curb | 1 time per week | \$ 20.89 | 1.86% |
| 1 regular can at over 25' from curb | 1 time every 2 weeks | \$ 17.39 | 1.11% |
| 2 regular cans at over 25' from curb | 1 time per week | \$ 29.91 | 2.62% |
| 3 regular cans at over 25' from curb | 1 time per week | \$ 38.92 | 3.03% |
| Occasional excess can/bag tag | | \$ 4.34 | 2.07% |
| (Container/Cart lid open in excess of 45 degrees will be considered excess can) | | | |
| Commercial: | | | |
| 1 regular can | 1 time per week | \$ 11.58 | 3.41% |
| 1 regular can | 2 times per week | \$ 20.90 | 3.79% |
| 1 regular can | 3 times per week | \$ 30.05 | 3.96% |
| 1 regular can | 4 times per week | \$ 39.21 | 4.05% |
| 1 regular can | 5 times per week | \$ 48.42 | 4.10% |
| 2 regular cans | 1 time per week | \$ 17.76 | 4.49% |
| 2 regular cans | 2 times per week | \$ 32.91 | 4.86% |
| 2 regular cans | 3 times per week | \$ 48.12 | 4.99% |
| 2 regular cans | 4 times per week | \$ 63.33 | 5.06% |
| 2 regular cans | 5 times per week | \$ 78.48 | 5.11% |
| 3 regular cans | 1 time per week | \$ 23.44 | 5.13% |

| | | | |
|---------------------|------------------|-------------|-------|
| 3 regular cans | 2 times per week | \$ 44.90 | 5.37% |
| 3 regular cans | 3 times per week | \$ 69.55 | 5.19% |
| 3 regular cans | 4 times per week | \$ 92.23 | 5.22% |
| 3 regular cans | 5 times per week | \$ 114.73 | 5.25% |
| 4 regular cans | 1 time per week | \$ 34.02 | 4.70% |
| 4 regular cans | 2 times per week | \$ 67.05 | 4.77% |
| 4 regular cans | 3 times per week | \$ 101.77 | 4.71% |
| 4 regular cans | 4 times per week | \$ 135.45 | 4.72% |
| 4 regular cans | 5 times per week | \$ 170.73 | 4.68% |
| 1 yard dumpster | 1 time per week | \$ 76.84 | 2.45% |
| 1 yard dumpster | 2 times per week | \$ 137.68 | 2.75% |
| 1 yard dumpster | 3 times per week | \$ 190.52 | 2.98% |
| 1 yard dumpster | 4 times per week | \$ 232.36 | 3.27% |
| 1 yard dumpster | 5 times per week | \$ 284.20 | 3.34% |
| 1 1/2 yard dumpster | 1 time per week | \$ 112.76 | 2.51% |
| 1 1/2 yard dumpster | 2 times per week | \$ 190.52 | 2.98% |
| 1 1/2 yard dumpster | 3 times per week | \$ 268.28 | 3.18% |
| 1 1/2 yard dumpster | 4 times per week | \$ 341.04 | 3.34% |
| 1 1/2 yard dumpster | 5 times per week | \$ 423.80 | 3.36% |
| 2 yard dumpster | 1 time per week | \$ 141.68 | 2.67% |
| 2 yard dumpster | 2 times per week | \$ 242.36 | 3.13% |
| 2 yard dumpster | 3 times per week | \$ 355.04 | 3.21% |
| 2 yard dumpster | 4 times per week | \$ 459.72 | 3.31% |
| 2 yard dumpster | 5 times per week | \$ 565.39 | 3.36% |
| 3 yard dumpster | 1 time per week | \$ 184.97 | 3.08% |
| 3 yard dumpster | 2 times per week | \$ 331.14 | 3.45% |
| 3 yard dumpster | 3 times per week | \$ 477.30 | 3.59% |
| 3 yard dumpster | 4 times per week | \$ 623.47 | 3.67% |
| 3 yard dumpster | 5 times per week | \$ 769.64 | 3.72% |
| 4 yard dumpster | 1 time per week | \$ 235.31 | 3.23% |
| 4 yard dumpster | 2 times per week | \$ 446.37 | 3.41% |
| 4 yard dumpster | 3 times per week | \$ 657.42 | 3.47% |
| 4 yard dumpster | 4 times per week | \$ 868.48 | 3.51% |
| 4 yard dumpster | 5 times per week | \$ 1,079.54 | 3.53% |
| 6 yard dumpster | 1 time per week | \$ 321.54 | 3.55% |
| 6 yard dumpster | 2 times per week | \$ 605.43 | 3.78% |

| | | | |
|-----------------|------------------|-------------|-------|
| 6 yard dumpster | 3 times per week | \$ 889.33 | 3.87% |
| 6 yard dumpster | 4 times per week | \$ 1,173.23 | 3.91% |
| 6 yard dumpster | 5 times per week | \$ 1,457.12 | 3.94% |

Additional charge per pickup:

| | | | |
|---------------------|--|----------|-------|
| 1 yard dumpster | | \$ 32.17 | 1.34% |
| 1 1/2 yard dumpster | | \$ 44.64 | 1.45% |
| 2 yard dumpster | | \$ 53.85 | 1.60% |

Commercial: (per pickup):

| | |
|-------------------|--------------------------------|
| 20 yard drop box | Disposal is a direct pass-thru |
| 30 yard drop box | Disposal is a direct pass-thru |
| 40 yard drop box | Disposal is a direct pass-thru |
| 10 yard compactor | Disposal is a direct pass-thru |
| 20 yard compactor | Disposal is a direct pass-thru |
| 25 yard compactor | Disposal is a direct pass-thru |
| 30 yard compactor | Disposal is a direct pass-thru |
| 40 yard compactor | Disposal is a direct pass-thru |

* plus tipping fees based on actual weight of each pickup

Any contractor-owned drop box or compactor picked up less than once a week is also charged a \$ 75.00 per-month rental fee.

December 9, 2013

The Chehalis city council met in regular session on Monday, December 9, 2013, in the Chehalis city hall. Mayor Ketchum called the meeting to order at 4:45 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Dennis Dawes. Staff present included Merlin MacReynold, City Manager; Judy Schave, City Clerk; Jim Walkowski, Fire Chief, and Peggy Hammer, Human Resources Administrator.

1. **Executive Session.** Mayor Ketchum announced the council would be in executive session pursuant to RCW 42.30.140(4)(a) – collective bargaining for approximately 15 minutes and there would be no decision following conclusion of the executive session.

Mayor Ketchum closed the executive session at 5:06 p.m. and announced the council would take a five minute recess before reopening the regular meeting at 5:11 p.m. Additional staff included Brian Kelly, Assistant City Attorney; Glenn Schaffer, Police Chief; Dennis Osborn, Community Development Director; Eva Lindgren, Finance Manager; Dale McBeth, Municipal Court Judge; Becky Fox, Court Administrator; Rick Sahlin, Interim Public Works Director/Street Superintendent; and Patrick Wiltzius, Wastewater Superintendent. Members of the media included Kyle Spurr from *The Chronicle*.

2. **Swearing in of Municipal Court Judge.** Assistant City Attorney Brian Kelly administered the oath of office to Dale McBeth, appointed by the city manager on November 12 to serve as the city's municipal court judge for a four-year term expiring at the end of December 2017.

3. **Consent Calendar.** Councilor Dawes moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of November 25, 2013;
- b. Claim Vouchers No.107736-107829 and Electronic Funds Transfer No. 1120131 in the amount of \$97,746.65 dated November 27, 2013; and Payroll Vouchers No. 36998-37052, Direct Deposit Payroll Vouchers No. 4521-4598, and Electronic Federal Tax Payment No. 130 in the amount of \$612,416.89 dated November 27, 2013; and
- c. Pass Ordinance No. 922-B on second and final reading - creating and establishing an airport department.

The motion was seconded by Councilor Lund and carried unanimously.

4. **Administration Reports.**

a. **National Avenue Salzer Creek Bridge Scour Project Update.** Interim Public Works Director/Street Superintendent Rick Sahlin reported, in 2012, Sargent Engineers, Inc., prepared an application for the city for a bridge scour grant through the Washington State Department of Transportation (WSDOT) and the Federal Highway Bridge Program. He noted, in December 2012, the city was notified that we received the grant to do scour work on the National Avenue Salzer Creek bridge.

Mr. Sahlin reported, in March 2013, they had a kick-off meeting with local programs to talk about the project. Since that time, the project has been on the backburner. Mr. Sahlin met with City Manager MacReynold in October to discuss moving forward with the project, adding he felt they really needed to get it done.

Mr. Sahlin reported in November the city placed an ad requesting qualifications (RFQ) from consulting firms interested in managing and overseeing the project. The city received statements of qualifications from seven firms. Mr. Sahlin stated he and an engineer from WSDOT would be meeting the following day to start the review process to narrow it down to three firms to interview.

b. **Update on Annual General Obligation (G.O.) Bond Compliance.** Ms. Lindgren reported, in order to be compliant with the bond covenants for the 2011 G.O. bond issuance, the city is required to file its financial information through the Electronic Municipal Market Access System. She reported the State Auditor's Office uploaded the city's audited financials on November 25 and on November 27 she uploaded them to the Municipal Securities Rulemaking Board.

Ms. Lindgren reported Standard and Poor's (S&P) also added some additional requirements in order for the city to

December 9, 2013

keep our bond rating.

Councilor Spahr asked what our current bond rating was. Ms. Lindgren believed it was "AA," but she would double check and get back to the council with that information.

c. **Recommendation to Cancel December 23 Council Meeting.** City Manager MacReynold reported the administration did not have any further business that would require a second meeting in December and suggested the council cancel the meeting of December 23.

Councilor Spahr moved to cancel the December 23 council meeting.

The motion was seconded by Councilor Taylor and carried unanimously.

d. **Update on the City's Wellness Program.** Wellness Committee Chair Becky Fox was pleased to report that they reached the 50 percent participation needed on the health questionnaire to qualify for the 2% rate discount in 2015. She thanked those who participated and the council for their support and encouragement. Ms. Fox talked briefly about the Walk Across Washington campaign that took place earlier this year, noting the city participants as a group logged over 2,000 miles.

Ms. Fox reported a 'chili feed' for all city employees was scheduled for December 12 from 11 a.m. and 2 p.m. at the VR Lee building, to celebrate the goals accomplished, and the end to their first year in the wellness program.

Mayor Ketchum thanked Ms. Fox and the committee for their hard work and congratulated them for meeting the goals they set out to accomplish. Ms. Fox stated it was a group effort.

5. **Council Reports.**

a. **Update From Councilor Harris.** Councilor Harris reported the city's Christmas decorations were up and there were a lot of people to thank, including all of the volunteers and city staff from community development. He also thanked Cascade Tax Service, Security State Bank, and Darris McDaniel for allowing the city to use their electrical outlets for some of the poles along Chehalis Avenue that are not electrified.

Councilor Harris stated the decoration committee did a wonderful job this year. He also noted none of it would have been conceivable if it had not been for the generous donations given to the city by the Chehalis Foundation.

Mayor Ketchum reported the Mayor of Toledo and his wife were really impressed with the decorations this year.

b. **Update From Councilor Pope.** Councilor Pope reported he attended the Chehalis Community Renaissance Team (CCRT) meeting, adding it was very encouraging and inspiring. They set goals for the next year and reviewed their accomplishments to date. Councilor Pope suggested having the CCRT chair give an update to the full council.

Councilor Pope reported he also attended the Chehalis Foundation meeting, noting they were very excited about the pool project. He stated the city was going to be surprised by some other things the Foundation has planned for 2014.

c. **Update From Councilor Spahr.** Councilor Spahr reported he would be attending the Lewis County Economic Development Council regular meeting and planning session on December 12, as well as an economic exposition on December 13.

d. **Update From Mayor Ketchum.** Mayor Ketchum reported he was notified earlier in the day that the state finally finished all of their paperwork and the city is now the proud owner of Stan Hedwall Park.

e. **Update From Councilor Dawes.** Councilor Dawes reported, on December 5, he attended a United Way and Business After Hours event at the Holiday Inn Express. He also attended the annual Santa parade, adding they had a good turnout, even with the cold weather.

December 9, 2013

6. **Ordinance No. 919-B, Second and Final Reading – Revision of Sewer Rates for Lewis County Water & Sewer District #4 and Napavine for 2014.** City Manager MacReynold reported this was the second reading of the ordinance and staff was present to answer any questions the council might have.

Councilor Harris moved to pass Ordinance No. 919-B on second and final reading.

The motion was seconded by Councilor Pope and carried unanimously.

7. **Ordinance No. 920-B, Second and Final Reading – Amending the 2013 budget.** Finance Manager Eva Lindgren briefly reviewed the changes made to the budget amendment since first reading. She noted the sales and use tax was increased by \$70,000, adding it was a very conservative estimate. Ms. Lindgren indicated the gas tax wasn't anywhere near what was estimated, so she reduced the budgeted revenue by \$30,000. She reminded the council that the gambling enforcement fund would be fully depleted at the end of 2013, and at the rate the expenditures were coming in, the general fund would have to absorb some of the activity that's already been recorded.

Councilor Spahr suggested people know that when they spend a dollar in Chehalis a certain percentage of that dollar stays here. He brought up the gas tax revenue and asked how it was distributed. Ms. Lindgren reported the state bases the distribution on population size. Councilor Spahr stated the problem with that is as cities grow, or when they become municipalities, they make the pool a little smaller for everybody else.

Councilor Harris moved to pass Ordinance No. 920-B, as amended, on second and final reading.

The motion was seconded by Councilor Pope and carried unanimously.

8. **Ordinance No. 921-B, First Reading – Amending Right-of-Way Signage Code.** Community Development Director Dennis Osborn reported the ordinance would authorize one free-standing sign in the Louisiana Avenue roundabout, (identified by the parcel number). He noted the use of the right-of-way would be done and approved by council through an annual license agreement. The license agreement would include some basic language and would outline the compensation for the use.

Mr. Osborn reported he removed "signage" out of the long-term use section of the code to remove any conflict, and added temporary uses for sandwich board type signs within the temporary or short-term use of the right-of-way.

Councilor Taylor moved to pass Ordinance No. 921-B on first reading.

The motion was seconded by Councilor Lund and carried unanimously.

9. **Authorize City Manager to Execute the Interlocal Agreement Between the City and Riverside Fire Authority for the Provision of Functional Consolidation of Fire Suppression, Emergency Medical Services, Rescue, and Prevention Services.** Councilor Dawes reported the interlocal agreement (ILA) was a culmination of over two years of work by the Regional Fire Authority Planning Committee. He noted the lion's share of the work has been done by the members of the Chehalis fire department and Riverside Fire Authority. Councilor Dawes stated the ILA spoke for itself and hoped they will get the chance to put it to work to see if it's going to be something that looks to be in the best interest of both Riverside Fire Authority and the city of Chehalis.

Fire Chief Walkowski reported they looked forward to executing the ILA for functional consolidation to really measure and detail out what efficiencies they can provide collectively together. He felt this was a significant event from the perspective that this has been attempted before, but never gained enough traction between the entities to make it come to fruition. Chief Walkowski stated they appreciated the hard work and assistance of everyone in making this happen. He anticipated the Riverside Fire Authority Governance Board of Fire Commissioners to approve the ILA on December 18.

Councilor Spahr moved that the council authorize the city manager to execute the ILA between the City and Riverside Fire Authority for the provision of functional consolidation of fire suppression, emergency medical services, rescue, and prevention services.

December 9, 2013

Councilor Lund seconded the motion.

Councilor Spahr stressed to the people of Chehalis that this does mean this is going to merge our fire departments. He noted the functional consolidation will allow them to find out how it's going to work and it will be up to the council to elect to put it to the voters to make the final decision. Councilor Spahr indicated they didn't know what it was going to cost or how it would affect the city financially, adding this is what they need to find out during the next 12 to 18 months.

Councilor Lund stated, in addition, it used to be when they had a fire they had three for four departments show up and everyone did things differently. Now, with the training they've received, everyone including other jurisdictions in Lewis County has things set up the same and they are performing more effectively for the betterment of the citizens in our communities. He felt that was a big plus for everyone, no matter what happens in the end.

The motion carried unanimously.

There being no further business to come before the council, the meeting adjourned at 5:41 p.m.

Mayor


Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of December 9, 2013.

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 13, 2013
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

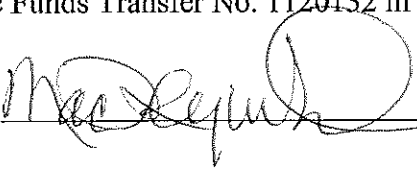
Claim Vouchers No. 107830 through 107969 and Electronic Funds Transfer No. 1120132 in the amount of \$999,178.00 dated December 13, 2013 and the transfer of \$103,782.88 from the General Fund, \$410.35 from the Garbage Fund, \$865,013.25 from the Wastewater Fund, \$23,582.89 from the Water Fund, \$5,645.86 from the Storm & Surface Water Utility Fund, \$240.00 from the Firemen's Pension Fund and \$502.77 from the City Agency's Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED



The administration recommends that the council approve the December 13, 2013 Claim Vouchers No. 107830 through 107969 and Electronic Funds Transfer No. 1120132 in the amount of \$999,178.00.

SUGGESTED MOTION

I move to approve the December 13, 2013 Claim Vouchers No. 107830 through 107969 and Electronic Funds Transfer No. 1120132 in the amount of \$999,178.00.

Reviewed by: , City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 19, 2013
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

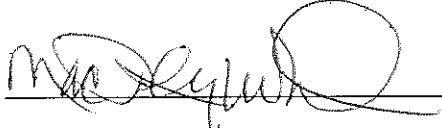
Claim Vouchers No. 107970 through 107978 in the amount of \$182,277.81 dated December 19, 2013 and the transfer of \$182,277.81 from the Federal & State Grants Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the December 19, 2013 Claim Vouchers No. 107970 through 107978 in the amount of \$182,277.81.

SUGGESTED MOTION

I move to approve the December 19, 2013 Claim Vouchers No. 107970 through 107978 in the amount of \$182,277.81.

Reviewed by:  _____, City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 31, 2013
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager *EL*
PREPARED BY: Michelle White, Accounting Tech II *MW*
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

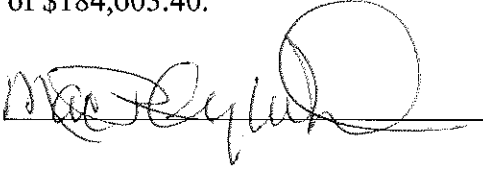
Claim Vouchers No. 107979 through 108071 in the amount of \$184,603.40 dated December 31, 2013 and the transfer of \$45,471.31 from the General Fund, \$87,110.45 from the Tourism Fund, \$35.76 from the Gambling Enforcement Fund, \$28,004.61 from the Federal & State Grants Fund, \$15,660.69 from the Wastewater Fund, \$5,496.93 from the Water Fund, \$1,492.25 from the Storm & Surface Water Utility Fund, \$948.44 from the Firemen's Pension Fund and \$382.96 from the City Agency's Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED



The administration recommends that the council approve the December 31, 2013 Claim Vouchers No. 107979 through 108071 in the amount of \$184,603.40.

SUGGESTED MOTION

I move to approve the December 31, 2013 Claim Vouchers No. 107979 through 108071 in the amount of \$184,603.40.

Reviewed by: , City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 31, 2013
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: Payroll Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

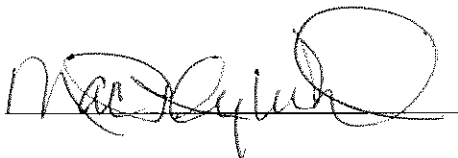
Payroll Vouchers No. 37053 through 37108, Direct Deposit Payroll Vouchers No. 4599 through 4677, and Electronic Federal Tax Payment No. 131 dated December 31, 2013 in the amount of \$658,615.82, and the transfer of \$469,448.74 from the General Fund, \$9,721.73 from the Arterial Street Fund, \$7,372.06 from the Gambling Enforcement Fund, \$221.25 from the Garbage Fund, \$64,939.36 from the Wastewater Fund, \$86,354.54 from the Water Fund, \$17,445.44 from the Storm & Surface Water Utility Fund and \$3,112.70 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED


The administration recommends that the council approve the December 31, 2013 Payroll Vouchers No. 37053 through 37108, Direct Deposit Payroll Vouchers No. 4599 through 4677, and Electronic Federal Tax Payment No. 131 in the amount of \$658,615.82.

SUGGESTED MOTION

I move to approve the December 31, 2013, Payroll Vouchers No. 37053 through 37108, Direct Deposit Payroll Vouchers No. 4599 through 4677, and Electronic Federal Tax Payment No. 131 in the amount of \$658,615.82.

Reviewed by: , City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Eva K. Lindgren, Finance Manager 
DATE: January 8, 2014
SUBJECT: Standard and Poor's Rating Increase

ISSUE

At the December 9th Council Meeting, I provided an update regarding the City's compliance with reporting requirements associated with our 2011 General Obligation (G.O.) Bond Issuance. During that update I noted that I had also been required by Standard and Poor's (S&P) to respond to an extensive and time-consuming questionnaire which had previously not been mandated.

That extensive effort has yielded some positive results. Although most municipal bond issuances do not change ratings over the course of their existence, I am pleased to report that S&P's rating of the City's 2011 G.O. Bond has been raised from A to A+.

DISCUSSION

With Bond Issuance Ordinance No. 878, the City of Chehalis agreed to the following, among other requirements:

"Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

Annual financial information and operating data of the type included in the final official statement for the Bonds and described in subsection (b) of this section ("annual financial information");

*Timely notice (**not in excess of 10 business days after the occurrence of the event**) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies;.... **(11) rating changes...**"*

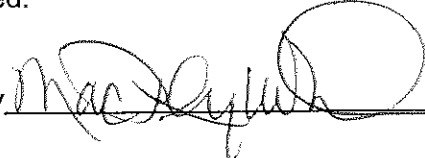
The City received official notification of its rating increase on December 17th. On December 31st, notification was uploaded via the Electronic Municipal Market Access (EMMA) website to the Municipal Securities Rulemaking Board (MSRB). Notification was made within 10 business days, as is evidenced by the attached confirmation. Copies of the S&P Credit Rating Article and the notification prepared by Foster Pepper on the City's behalf are also attached.

RECOMMENDATION / COUNCIL ACTION DESIRED

Informational only.

SUGGESTED MOTION

None required.

Reviewed by  City Manager



Submission ID:ER600265
12/31/2013 13:05:15

CONTINUING DISCLOSURE (SUBMISSION STATUS: PUBLISHED)

EVENT FILING (CUSIP-9 BASED)

Rule 15c2-12 Disclosure

Rating Change dated 12/31/2013

DOCUMENTS

Event Filing dated 12/31/2013

Chehalis_-_Rating_Change_Event_Notice .pdf posted 12/31/2013

THE FOLLOWING ISSUERS ARE ASSOCIATED WITH THIS CONTINUING DISCLOSURE SUBMISSION:

| CUSIP-6 | State | Issuer Name |
|---------|-------|---------------|
| 163087 | WA | CHEHALIS WASH |

THE FOLLOWING 5 SECURITIES HAVE BEEN PUBLISHED WITH THIS CONTINUING DISCLOSURE SUBMISSION:

| CUSIP-9 | Maturity Date |
|-----------|---------------|
| 163087AA7 | 12/01/2014 |
| 163087AB5 | 12/01/2017 |
| 163087AC3 | 12/01/2021 |
| 163087AD1 | 12/01/2024 |
| 163087AE9 | 12/01/2026 |

Issuer's Contact Information

Company: City of Chehalis
Name: Eva Lindgren
Address: 1321 S. Market Blvd.

Obligor's Contact Information

City, State Zip: Chehalis, WA 98532
Phone Number: 3603453231
Email: elindgren@ci.chehalis.wa.us

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Notice of Rating Change

The City of Chehalis, Washington (the "City"), furnishes this notice with respect to all of the City's outstanding Limited Tax General Obligation Bonds, 2011 (the "Bonds").

The City entered into a continuing disclosure undertaking with respect to the Bonds that requires the City to provide notices of certain material events.

Upon issuance of the Bonds, Standard & Poor's ("S&P") assigned the Bonds a rating of "A." The City has received notice that S&P has upgraded the City's rating to "A+," effective as of December 16, 2013.

The rating above reflects only the views of S&P at the time such rating was changed, and the City makes no representation about the appropriateness of the rating change. An explanation of the significance of such rating may be obtained only from S&P. There is no assurance that the current rating assigned to the Bonds will continue for any given time or that such rating will not be revised or withdrawn entirely by S&P's if, in the judgment of S&P's, circumstances so warrant. Any such further revision or withdrawal of the rating of the Bonds may have an adverse effect on the market price of the Bonds.

Dated December 31, 2013.

RatingsDirect®

Summary:

Chehalis, Washington; General Obligation

Primary Credit Analyst:

Chris Morgan, San Francisco (1) 415-371-5032; chris.morgan@standardandpoors.com

Secondary Contact:

Sarah Sullivant, San Francisco (1) 415-371-5051; sarah.sullivant@standardandpoors.com

Research Contributor:

Mudra Patel, CRISIL Global Analytical Center, an S&P affiliate, Mumbai

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Summary:

Chehalis, Washington; General Obligation

Credit Profile

Chehalis Ltd tax GO bonds

Long Term Rating

A+/Stable

Upgraded

Rationale

Standard & Poor's Ratings Services raised its long-term rating to 'A+' from 'A' on Chehalis, Wash.'s general obligation (GO) bonds based on the application of our recently released local GO criteria. The outlook is stable.

The bonds are secured by the city's full faith and credit, including the obligation to levy ad valorem taxes subject to statutory limitations that include a revenue growth limitation of 1% per year (excluding new construction) and a levy rate cap.

The rating reflects our view of the following factors for the city:

- We consider Chehalis' economy very weak in light of projected 2017 per capita effective buying income at 77% of the national level and 2014 market value per capita of about \$79,000. The unemployment rate in overlapping Lewis County is high, in our view, at 12.4% for 2012 and has historically tracked higher than the state and national averages. The local economy is largely anchored in agriculture, and manufacturing and the city also serves as a regional retail center.
- We view the city's management conditions as strong. The city has formalized policies in all key areas except the reserve policy. We understand that the city has an informal goal of maintaining 10% of operations in reserves but that it has not met this target on a consistent basis.
- In our opinion, the city's budgetary flexibility is adequate, with available reserves of about \$871,000, or 11.4% of expenditures, for 2012. The city reports financial results on a cash basis of accounting. We understand that in 2012 the city used a portion of its "banked" capacity to raise property tax revenue above the state growth limit to support a closed city-managed pension fund. We understand that the city retains about \$240,000, or about 2% of annual general fund expenditures, for 2013.
- The city's budgetary performance is weak, in our view. The city reported a less-than-1% general fund deficit and a 2.9% total governmental fund deficit for 2012. The city anticipates virtually balanced results in the general fund for 2013. We believe that the city is exposed to significant performance volatility as a result of significant reliance on sales tax revenue, which accounts for about 42% of general fund revenue and which flows in part from a region-serving retail base. However, we understand that the last major downward movement in this revenue stream occurred in 2010 and that performance has been stable-to-positive since then.
- Supporting the city's finances is liquidity that we consider very strong, with total government available cash at 76% of total governmental fund expenditures and about 63x debt service for 2012. We believe the city has strong access to external liquidity.
- In our opinion, the city's debt and contingent liability profile is very strong, with total governmental fund debt service at 1.2% of total governmental fund expenditures and net direct debt at 25% of total governmental fund revenue. The overall profile is further strengthened by our opinion of the city's low overall net burden which is less

than 1% of the city's market value. (Excluded from this ratio is debt related to the city's airport, which we deem self-supporting.) Debt amortization is rapid, in our view, with about 71% of the debt being repaid in the next 10 years. The city has no plans to issue additional GO debt in the next two years.

- The city participates in the state Public Employees Retirement System and the Law Enforcement Officers' and Fire Fighters' Retirement System to provide pension benefits for employees. It has contributed 100% of the annual required contribution (ARC) in each of the past three years. We calculate the city's combined ARC pension and pay-as-you-go other postemployment benefits costs for 2012 at 8.4% of expenditures.

We consider the Institutional Framework score for Washington cities as adequate.

Outlook

The stable outlook reflects our view that the city's stabilized sales tax revenue performance will help the city balance its operations and maintain a stable financial position on a cash basis of accounting. We do not anticipate changing the rating during our two-year outlook horizon but could do so should the city's economic indicators improve and the city's financial performance and reserves substantially strengthen. On the other hand, we could lower the rating should the city's financial performance and position worsen significantly.

Related Criteria And Research

Related Criteria

USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Institutional Framework Overview: Washington Local Governments

Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

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CITY OF CHEHALIS

AGENDA REPORT

TO: The Honorable Mayor and City Council
FROM: Eva K. Lindgren, Finance Manager
DATE: January 8, 2014
SUBJECT: Airport Credit Card Fees

ISSUE

Prior to implementing the acceptance of credit cards, the Administration received direction from the City Council to pass on the related fees to those choosing to use credit cards. Currently, credit card payments are processed using Official Payments. With each payment, two credit card transactions are generated: 1) a payment to the City of Chehalis and 2) a fee payment to Official Payments.

DISCUSSION

Effective January 1, 2014, the Chehalis-Centralia Airport became a department of the City of Chehalis. The Airport's current practice is to absorb the fees associated with credit card purchases of fuel at the Airport.

Epic Aviation normally handles the credit card payment processes for fuel sales at the Airport. Epic Aviation retains credit card processing fees and remits the net amount of sales to the Airport.

At this time, the Administration is requesting approval for continuing the Airport's existing credit card practices, although they do not follow the City's Council existing direction.

RECOMMENDATION / COUNCIL ACTION DESIRED

Direct the Administration to continue the Airport's existing credit card practices.

SUGGESTED MOTION

None required.

Reviewed by:  City Manager

CITY OF CHEHALIS

AGENDA REPORT

DATE: January 7, 2014
TO: The Honorable Mayor and City Council
FROM: Dennis Osborn, Community Development Director
SUBJECT: Ordinance No. 921-B – Amending Chehalis Municipal Code for Right-of-Way Signage

ISSUE

Council directed the administration to look at options for signage in the Louisiana Avenue roundabout.

DISCUSSION

At the council meeting on December 9, 2013, the administration was directed to move forward with a second reading of Ordinance No. 921-B to address this issue. Attached you will find the proposed ordinance that allows for signage in the roundabout via an agreement with the city for compensation. The ordinance also clarifies short-term small signage use in the right-of-way.

At the December 9th meeting, the administration presented the Ordinance. There were no questions or discussion from Council, and Council motioned and approved the first reading.

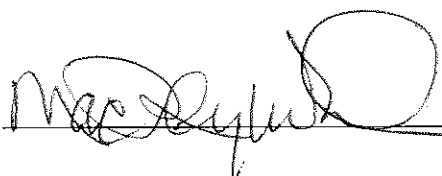
The administration presents the attached ordinance for council consideration.

RECOMMENDATION/COUNCIL ACTION DESIRED

Based on council approval on the first reading the administration recommends that council pass Ordinance No. 921-B on second and final reading.

SUGGESTED MOTION

I move that the council pass Ordinance No. 921-B on second and final reading, as presented.

Reviewed:  _____, City Manager

ORDINANCE NO. 921-B

AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, CREATING A NEW SECTION 17.86.095 OF THE CHEHALIS MUNICIPAL CODE; AMENDING SECTION 12.56.060 (C)(3) OF THE CHEHALIS MUNICIPAL CODE; AND AMENDING SECTION 12.56.060 (B)(3) OF THE CHEHALIS MUNICIPAL CODE.

THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The Chehalis Municipal Code shall be amended to create a new Section 17.86.095 entitled “Off Premises Advertising Signs Louisiana Avenue Roundabout”.

The city will authorize one free standing sign in the Louisiana Avenue Roundabout adjacent to parcel number 021612-011-001. Approval of the commercial sign must be done by way of an annual License Agreement stating the sign will be allowed for reasonable compensation to the city as determined by the council. The language of the Agreement shall be drafted by the city attorney and approved by the council. At a minimum, the Agreement shall contain the following language:

“In no case shall any sign which constitutes a traffic hazard or detriment to traffic safety by reason of its size, location, movement, coloring, method of illumination, by obstructing the vision of drivers, or detracting from the visibility of any official traffic control device by diverting or tending to divert the attention of drivers of moving vehicles from traffic movement on streets, roads, intersections, or access facilities. No sign shall be erected so that it obstructs the vision of pedestrians by glare or method of illumination or constitutes a hazard to traffic. No sign may use words, phrases, symbols or characters in such a manner as to interfere with, mislead, or confuse traffic. No vehicles shall be placed in the roundabout or be allowed to function as signage.”

Section 2. Section 12.56.060 (C)(3) of the Chehalis Municipal Code shall be amended to read as follows:

12.56.060 (C)(3)

3. Long-term and permanent uses include but are not limited to: construction site/haul roads, waste containers, seasonal sidewalk cafes, utility facilities, and special and unique structures, such as fountains, clocks, flag poles, awnings, marquees, banners, street furniture, and decorations.

Section 3. Section 12.56.060 (B)(3) of the Chehalis Municipal Code shall be amended to read as follows:

12.56.060(B)(3)

The short-term and temporary uses include, but are not limited to: festivals, displays, parades, dances, concerts, and public or private gatherings, community event signs (such as sandwich boards or free standing signs) and shall not exceed 12 square feet per side.

PASSED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 13th day of January, 2014.

Mayor

Attest:

City Clerk

Approved as to form and for content:

City Attorney

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: January 8, 2014
TO: The Honorable Mayor and City Council
FROM: William Hillier, City Attorney
SUBJECT: Ordinance No. 923-B, First Reading – Granting Franchise Agreement

ISSUE

Franchise Agreement requested to construct, operate and maintain a telecommunications network in the city of Chehalis.

DISCUSSION

The city is in receipt of a Franchise Agreement request from LightSpeed Networks, Inc. The company provides networks services through fiber optic to schools, hospitals and medical facilities, and is requesting a ten (10) year Franchise Agreement, commencing with the effective date of the ordinance. Thereafter, the Franchise would continue for an additional ten (10) years unless notice is given by either party 90-days before expiration.

During the term of the Franchise, LightSpeed Networks, Inc. will be required to pay a utility tax in an amount equal to six percent (6%) of their gross revenues, as outlined in the ordinance. LightSpeed Networks, Inc. has also agreed to pay the city a one-time administrative fee of \$1,000 for reimbursement of costs associated with the preparation, processing and approval of this Franchise and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the city Rights-of-Way.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends the council pass Ordinance No. 923-B on first reading as presented.

SUGGESTED MOTION

I move that the city council pass Ordinance No. 923-B on first reading.

Reviewed by:  _____, City Manager

ORDINANCE NO. 923-B

AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, GRANTING TO LIGHTSPEED NETWORKS, INC., DBA LS NETWORKS, DBA "LSN" AN OREGON CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF CHEHALIS WASHINGTON

WHEREAS: LightSpeed Networks, Inc. dba LS Networks dba LSN, an Oregon Corporation provides Telecommunications services within the City of CHEHALIS, Washington; and

WHEREAS: Franchisee has applied for a Telecommunications Franchise pursuant to local ordinances relating to Telecommunications located in the public rights of way, and the City of CHEHALIS "City" has reviewed said application and has determined that it meets the requirements of the City's Ordinance subject to the terms and conditions stated herein:

NOW THEREFORE, THE CITY OF CHEHALIS ORDAINS AS FOLLOWS:

Section 1: Definitions.

Gross Revenues: Any and all revenue, of any kind, nature, or form, without deduction for expense in the City of CHEHALIS and is further defined in Section 11. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

Rights-of-Way: the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the City, including Rights-of-Way held in fee, or by virtue of an easement or dedication.

Telecommunications: the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Network: infrastructure owned by Franchisee utilizing one or more facilities located within the City's Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of access to the Internet and Telecommunications service.

Telecommunications Service: the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

Section 2: Grant of Franchise. The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, authority and Franchise to erect, construct, operate, repair and maintain in, under, upon, along, across and over the City's Rights-of-Way, its lines, poles, anchors, wires, cables, conduits, laterals and other necessary and convenient fixtures and equipment, for the purposes of constructing, operating and maintaining a competitive Telecommunications network within the City.

Section 3: Franchise Not Exclusive. The Franchise granted herein (the "Franchise") is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by Franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

Section 4: Term and Termination. The term of this Franchise shall be ten (10) years, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional ten (10) years unless notice is given by either party ninety (90) days before expiration, of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the City's Rights-of-Way. Should the Grantee fail to remove its facilities within the one hundred and eighty day period (180), the City may remove.

Section 5: No Limitation of City Authority.

(a) Except as provided in Section 6 below, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its Rights-of-Way, or granting other franchises for use of Rights-of-Way, or of adopting general ordinances regulating use of or activities in the Rights-of-Way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Rights-of-Way, whether now owned or hereinafter acquired.

(b) In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its Rights-of-Way, Franchisee shall, upon request, and at its sole expense, promptly relocate such infrastructure, and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

(c) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.

(d) Except as otherwise provided by law, and subject to Section 6 herein, nothing in this Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

Section 6: Competitively Neutral Application. The City shall impose, on a competitively neutral and nondiscriminatory basis, similar terms and conditions upon other similarly situated providers of Telecommunications services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this Section 6 shall be unenforceable against Franchisee.

Section 7: Construction, Maintenance and Repair of Infrastructure.

(a) Franchisee may make all needful excavations in any Right-of-Way for the purpose of placing, erecting, laying, maintaining or repairing Franchisee's infrastructure, and shall repair, renew and replace the same as reasonably possible to the condition that existed prior to such excavation. Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to, and approved by, the City, such plans (1) to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City, and (2) maintained by the City as confidential and exempt from public disclosure to the maximum extent allowed by law. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations, or ordinances which may, during the term of this Franchise, be adopted from time to time by the City, or any other authority having jurisdiction over Rights-of-Way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction.

(b) In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable

ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

(c) Franchisee shall construct and maintain its Telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

Section 8: Insurance.

(a) General. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall provide the insurance specified in this section.

(b) Evidence Required. Within 30 days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

(c) Notice of Cancellation, Reduction, or Material Change in Coverage. Policies shall include a provision requiring written notice by the insurer or insurers to the City not less than 30 calendar days prior to cancellation, reduction, or material change in coverage. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

(d) Insurance Required. During the term of this contract, Franchisee shall maintain in force, at its own expense, the following insurance:

(1) Workers' compensation insurance for all subject workers; and

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Coverage's shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise.

Section 9: Transfers and Change in Control.

(a) Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed in writing, such consent not to be unreasonably withheld. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.

(b) Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have 60 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 60 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.

(c) The Franchisee, upon any transfer, shall within 60 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

(d) The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of

the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

(e) The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

Section 10: Indemnification. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

Section 11: Compensation.

(a) **Utility Tax.** In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchisee shall pay to City during the term of this Franchise an amount equal to six percent (6%) of the Franchisee's Gross Revenues ("Franchise Fee"). Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected. Revenue from point to point and multi-point services is based on the pro-rata share of the revenue from those services.

(b) **Modification Resulting from Action by Law.** Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Utility Tax below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.

(c) **Payment of Utility Tax.** Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

(d) The Utility Tax includes all compensation for the use of the City's Rights-of-Way. Franchisee may offset against the Utility Tax the amount of any fee or charge paid to the City in connection with the Grantee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

(e) **Administrative Fee.** Pursuant to RCW 35.21.860, Franchisee has paid a one-time administrative fee of \$1,000 for reimbursement of costs associated with the preparation, processing and approval of this Franchise, including posting and publication costs, wages, benefits, overhead expenses, meetings, attorneys' fees, negotiations, and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way.

Section 12: Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained, or operated by Grantee located within any public Rights-of-Ways of the annexed territory shall be subject to all of the terms of this Ordinance.

Section 13: Right to Inspect Records. In order to manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications System; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications network; the character and extent of the Telecommunications Service rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that the City will use such information only for the purpose of managing its Rights-of-Way, determining compliance with the terms of this Franchise, and verifying the adequacy of Franchisee's fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by Washington law.

Section 14: Right to Perform Franchise Fee Audit or Review; Default. In addition to all rights granted under Section 13, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than 2 years after the date on which Franchise fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by State law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights.

Section 15: Right to Inspect Construction. The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's Rights-of-Way.

Section 16: Limited Waiver of Sovereign Immunity; Venue.

(a) The City may have sovereign or other immunities which might prevent or impair enforcement or enjoyment of the terms of this Franchise. Without making a general waiver, limitation or modification of such sovereign or other immunity, the City hereby expressly grants, in favor of Franchisee, a limited, non-assignable waiver of its immunities for claims arising under this Franchise, it being the intent of the parties that the waivers herein provided shall result in the terms and conditions of this franchise being enforced in a competitively neutral manner.

(b) Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the local Superior Court for the City; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court of Oregon in Portland, Oregon, with the parties stipulating to trial in Portland, Oregon.

(c) Notwithstanding any applicable statute of limitations or other law, these limited waivers of sovereign immunity shall expire when all obligations under this Franchise have been fully and completely performed, or the passage of twenty-four months from the termination of this Franchise, whichever is later.

Section 17: Limitation of Liability. The City and the Franchisee agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise or any part hereof, is determined or declared to be invalid.

Section 18: Compliance with Applicable Laws. Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Washington anti-trust law, RCW 19.86.010 -- 19.86.120. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

Section 19: Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address or such other address as each party may specify in writing:

Department: City Clerk
Name: City of Chehalis
Address: 350 N Market Blvd. Rm. 101
CHEHALIS, WA 98532
Phone: 360-345-3225
Facsimile: 360-748-0651

Contracts Administration
LS Networks
921 SW Washington St., STE 370
Portland, OR 97205
Phone: (503) 294-5300
Facsimile: (503) 227-8585

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

Section 20: Captions. The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

Section 21: Severability. If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise.

Section 22: Waiver.

(a) The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

(b) No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such

provision shall be deemed waived.

PASSED by the City Council of the City of Chehalis, Washington, during a regularly scheduled open public meeting thereof this ____ day of _____, 2014.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

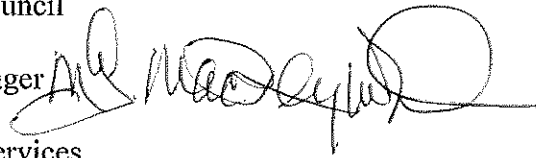
Accepted _____ (date)

LightSpeed Networks, Inc.

By _____
Michael Weidman
Title President and CEO

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: January 2, 2014
TO: The Honorable Mayor and City Council
FROM: Merlin G. MacReynold, City Manager
SUBJECT: Interlocal Agreement for Shared Services



ISSUE

Attached is an Interlocal Agreement between the City of Chehalis, Lewis County and the other incorporated cities within Lewis County. This agreement reflects the desire and intent of all parties to find economies and efficiencies that benefit all of our citizens.

DISCUSSION

Representatives from the participating entities have been working together since February of 2013 developing a model to meet our needs. The group developed two work projects for use by authorized personnel from participating cities and the county.

The first is a secure website that acts similarly to a list-serve. Through this site, any authorized employee can log on and request information or help from the other member agencies. Secondly, upon communicating with another member and finding that services can be shared, a Work Request is negotiated and signed. This is done with backing from the Interlocal Agreement. The process has been developed such that a minimum of steps are required by users so as to not discourage use.

It is the goal of all involved that by exploiting these efficiencies, funds can be saved and used for other purposes. It is projected that it will take a little time for users to realize and remember they have this option; however, we are confident that it will be well used in time.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that council authorize the city manager to execute the Shared Services Interlocal Agreement.

SUGGESTED MOTION

I move that the council authorize the city manager to execute the Shared Services Interlocal Agreement.

SHARED SERVICES INTERLOCAL AGREEMENT

This Shared Services Interlocal Agreement (AGREEMENT), made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this ____ day of _____ 2013, by and between Lewis County, City of Centralia, City of Chehalis, City of Mossyrock, City of Morton, City of Napavine, Town of Pe Ell, City of Toledo, City of Vader, and City of Winlock, all political subdivisions of the State of Washington, hereinafter referred to collectively as the "Communities" and individually as "Community," HEREBY COVENANT AND AGREE as follows:

1. In the event a Community requests ("Requesting Community") that another Community ("Providing Community") perform work of the manner described below and guarantees reimbursement to the Providing Community for all work done, the Requesting Community will, upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the Requesting Community or areas in which the Requesting Community has legal authority to perform the following work:
 - a. Professional Services (RCW 18.100.030), Personnel Services (RCW 39.26.006), and/or
 - b. Materials
 - c. Equipment Maintenance, Repair and Rental
 - d. Purchasing
 - e. Training


2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:
 - a. The Designated Official, as identified in the attach list of Community of the Requesting Community requests an estimate for reimbursable work from the Providing Community by submitting a reimbursable work order.
 - b. The Designated Official or equivalent official of the Providing Community will provide estimated cost of the Work and the availability of resources to perform the work.
 - c. The Designated Official of the Requesting Community approves expenditure of Requesting Community funds to complete the work as described, based on the detailed scope of work provided by the Providing Community.
 - d. The Providing Community Designated Official or equivalent official approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the governing body of the Providing Community.
 - e. The Designated Official of the Requesting Community will submit the Reimbursable Work order to the Requesting Community Fiscal Division or equivalent department for processing upon completion of all work agreed to be performed.

3. The Requesting Community hereby agrees to reimburse the Providing Community for all work done, based upon the actual cost as described in the Requesting Communities Work Order and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the Providing Community for the Requesting Community under this Agreement shall not exceed \$20,000 per work order, nor an annual aggregate amount of \$30,000.
4. The Requesting Community certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient resources to accomplish said work.
5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the Providing Community's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the Providing Community's regularly scheduled activities.
6. It is understood that the Requesting Community has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the Providing Community. Requesting Community shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.
7. It is understood and agreed between the parties hereto that the Requesting Community agrees to protect, defend, indemnify and hold harmless the Providing Community, its commissioners, mayor, councilpersons, officials, agents, attorneys, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the Providing Community, except insofar as any obligation or responsibility is imposed upon the Providing Community by statute. Requesting Community has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.
8. Requesting Community certifies and warrants that Designated Official or designee has the authority to enter into a reimbursable work order and to bind the Requesting Community thereby.
9. Requesting Community hereby confers on the Providing Community the authority to perform the categories of work listed in paragraph one within the Requesting Community's jurisdictional limits for the purposes of carrying out this Agreement. Further, Requesting Community agrees that when the Providing Community provides services for the Requesting Community, the Providing Community Designated Official or designee, may exercise all the powers and perform all the duties vested by law or by resolution in the Requesting Community or other officer or department administration.

10. The Providing Community shall be considered a contractor of services only and does not purport to represent the Requesting Community professionally other than in providing the services requested by the Requesting Community. As an independent contractor, the Providing Community shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the Providing Community uses contract services to perform services for the Requesting Community, the Providing Community shall perform the appropriate supervision and inspection of the contractor's work.
11. This Agreement will expire December 31, 2018, unless terminated earlier pursuant to the provisions of this Agreement. Any Community may terminate its participation in this Agreement by depositing in the mail or providing in person a written notice of termination addressed to the Lewis County Board of County Commissioners and the Mayor or City Manager of each participating Municipality. This Inter-local Agreement shall continue as to the remaining parties until only one party remains.
12. This Agreement shall not be deemed or construed to create a separate legal entity or to create a joint venture or partnership among the parties.
13. This Agreement may be amended, altered or changed from time to time by a signed written agreement of all the parties involved. The Agreement as amended shall supersede the preceding Agreement and apply to all parties executing the amended Agreement. The preceding Agreement shall terminate as to all parties, including those who have not agreed to the amendment.
14. All notices or other communications required or permitted under this Agreement shall be sufficiently given if given by electronic communication, with return receipt verified, promptly confirmed in writing by U.S. Mail, return receipt requested:
 - a. If to County: Chair Board of County Commissioners
 - b. If to City of Centralia: City Manager
 - c. If to City of Chehalis: City Manager
 - d. If to City of Mossyrock: Mayor
 - e. If to City of Morton: Mayor
 - f. If to City of Napavine: Mayor
 - g. If to Town of Pe Ell: Mayor
 - h. If to City of Toledo: Mayor
 - i. If to City of Vader: Mayor
 - j. If to City of Winlock: Mayor


15. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any dispute arising hereunder shall be in the Superior Court for the State of Washington in Thurston County.

EXECUTED IN DUPLICATE and effective as of the date and year first above written.

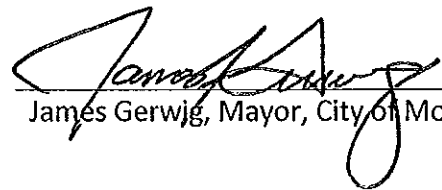


Rob Hill, City Manager, City of Centralia

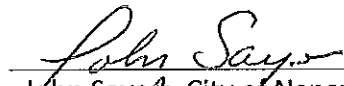
Merlin MacReynold, City Manager,
City of Chehalis



Tom Meade, Mayor, City of Mossyrock

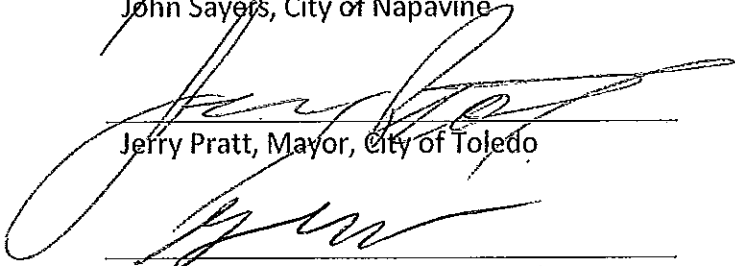


James Gerwig, Mayor, City of Morton




John Sayers, City of Napavine

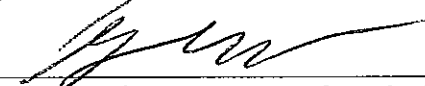
Spencer Nichols, Mayor, Town of Pe Ell



Jerry Pratt, Mayor, City of Toledo



Ken Smith, Mayor, City of Vader



Glen Cook, Mayor, City of Winlock

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

By: Civil Deputy

P.W. Schulte, Chairman

ATTEST:

Karri Muir, Clerk of the Board

F. Lee Grose, Vice Chairman

Edna J. Fund, Member

SHARED SERVICES REIMBURSABLE WORK ORDER

Community Year Number

To be completed by Requesting Community

REQUEST

The undersigned hereby requests _____ to provide a preliminary estimate for cost of work stated herein.

Optional: The cost for the type of assistance requested cannot exceed \$ _____

Type of assistance requested:

- | | |
|---|--|
| <input type="checkbox"/> Professional Service | <input type="checkbox"/> Equipment Maintenance |
| <input type="checkbox"/> Personnel Service | <input type="checkbox"/> Equipment Rental |
| <input type="checkbox"/> Labor | <input type="checkbox"/> Equipment Repair |
| <input type="checkbox"/> Materials | |
| <input type="checkbox"/> Purchasing | |
| <input type="checkbox"/> Training | |

PROVIDING COMMUNITY ESTIMATE

I have met with a representative of the above Requesting Community and submit my preliminary estimate cost of \$ _____ plus administrative costs of \$ _____ for a total cost of \$ _____ to complete the project requested.

See Attached Detail of Work

Designated Official of Providing Community

REQUESTING COMMUNITY APPROVAL OF ESTIMATE

Cost estimate of work as requested is reasonable and required resources are available: Yes No

Date: _____ By: _____

Requesting Community Designated Official

Title: _____

Agency: _____

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of the work performed and an administrative fee of 5% or \$100 whichever is greater.

All work will be performed in accordance with the Shared Services Interlocal Agreement, dated _____.